

**E. Misdirected Repair Calls**

All CLEC Customers who misdirect repair calls to ASI-North will be directed to call the CLEC.

**F. Repair Procedures**

- (1) CLEC will refer repair calls to ASI-North by telephone or other applicable ASI-North interface. ASI-North will answer its telephone and begin taking information from CLEC at the same level of service as provided to ASI-North's Retail Customers when calling regarding repairs.
- (2) ASI-North will make a best effort attempt to notify the CLEC of each missed repair commitment through a status call.
- (3) For purposes of this section, a Service is considered restored or a trouble resolved when the quality of the Service is equal to that provided before the outage or the trouble occurred.
- (4) It is expressly acknowledged that ASI-North Services may be purchased for utilization in conjunction with services provided by other providers (for example, DSL Transport may be purchased for use in conjunction with an ISP's internet access service), and ASI-North is not responsible for such services provided by other providers.

**G. Escalation Procedures**

ASI-North will provide CLEC with written escalation procedures for maintenance resolution.

**H. Premises Visit Procedures**

- (1) ASI-North maintenance service charges, when applicable, will be billed by ASI-North to CLEC, and not to CLEC's Customers. The rate table below reflects the applicable time-sensitive service charges:

<b>REGULAR WORK HOURS</b>		
<b>INITIAL HALF HOUR - \$82.00</b>		
<b>SUBSEQUENT HALF HOURS/OR PARTIAL - \$50.00</b>		
<b>MINUTES</b>		
0 – 30		82.00
31 – 60	1 HR	132.00

61 – 90		182.00
91 – 120	2 HR	232.00
121 – 150		282.00
151 – 180	3 HR	332.00
<b>OVERTIME OR SATURDAY WORK HOURS</b>		
<b>INITIAL HALF HOUR - \$96.00</b>		
<b>SUBSEQUENT HALF HOURS/OR PARTIAL - \$64.00</b>		
MINUTES		
0 – 30		96.00
31 – 60	1 HR	160.00
61 – 90		224.00
91 – 120	2 HR	288.00
121 – 150		352.00
151 – 180	3 HR	416.00
<b>SUNDAY OR HOLIDAY WORK HOURS</b>		
<b>INITIAL HALF HOUR - \$110.00</b>		
<b>SUBSEQUENT HALF HOURS/OR PARTIAL - \$78.00</b>		
MINUTES		
0 – 30		110.00
31 – 60	1 HR	188.00
61 – 90		266.00
91 – 120	2 HR	344.00
121 – 150		422.00
151 – 180	3 HR	500.00

- (2) Dispatching of ASI-North technicians to CLEC Customer premises shall be accomplished by ASI-North pursuant to a request received from CLEC and CLEC shall pay \$150 for such dispatch relating to truck rolls for failed customer self

installations ("CSI") or maintenance due to trouble caused by CLEC or CLEC's Customer.

- (3) If a trouble cannot be cleared without access to CLEC's Customer's premises and CLEC's Customer is not available, the ASI-North technician will leave at the CLEC's Customer's premises a "no access" card requesting the Customer to call CLEC for rescheduling of repair, and CLEC shall pay for such dispatch.

### INTERCONNECTION

#### 15. GENERAL PROVISIONS

- A. CLEC may interconnect its network to ASI-North's network for the transmission and routing of telephone exchange and exchange access at any technically feasible point in ASI-North's network to the extent required by applicable law, including the ASCENT Decision and the D.C. Circuit Court of Appeals decision in *Worldcom, Inc. v. FCC*, No. 00-1002 (D.C. Cir., April 20, 2001). In such cases, ASI-North will provide interconnection to CLEC that is at least equal in quality to that provided by ASI-North to itself or to any telecommunications provider to which ASI-North provides interconnection.
- B. Notice of Network Changes. ASI-North agrees to provide reasonable notice consistent with applicable FCC rules of changes in the information necessary for the transmission and routing of services using ASI-North's network, as well as of any other changes that would affect the interoperability of ASI-North's network. This Agreement is not intended to limit ASI-North's ability to upgrade and maintain its network through the incorporation of new equipment, new software or otherwise so long as such upgrades are consistent with ASI-North's obligations to CLEC under the terms of this Agreement.
- C. If either Party changes the methods by which it routes traffic within its network, it will afford the other Party the opportunity to route its traffic in the same manner for purposes of interconnection.
- D. The CLEC will be responsible for forecasting all interconnections between the two (2) networks. ASI-North will be responsible for servicing the interconnection service provided by ASI-North.
- E. ASI-North supports the industry standards for interconnection. For ATM Service, the interface specification between networks will comply with Broadband Inter-Carrier Interface ("B-ICI"). B-ICI is a standard interface that has been chosen by both ITU-T and ATM Forum for interconnecting two (2) different public ATM networks and to support user services across multiple public carriers. The B-ICI will support inter-carrier connections based on PVCs. The physical layer of the interface is based on the CCITT-defined Network-to-Network Interface ("NNI"). For Frame Relay Service ("FRS"), the network interconnection will comply with the NNI specifications from the Frame Relay

Forum. The facilities to connect the CLEC's port to ASI-North's port must be the same speed as the port.

## 16. INTERCONNECTION CONFIGURATIONS

### A. ATM Logical Provisioning over the Interconnection

ATM uses logical connections or software-defined connections between end points in the network called Permanent Virtual Connections ("PVCs"). ATM has three (3) categories of services associated with the PVCs:

- (1) Unspecified Bit Rate ("UBR"). UBR is a "best effort" class of service for critical, delay-tolerant applications.
- (2) Variable Bit Rate-Non Real Time ("VBR-NRT"). VBR-NRT is used for designed or bursty data traffic (like email, file transfer, local area network ["LAN"]-to-LAN interconnection). ASI-North allows for subscription rate of the logical connections up to 100% of the port bandwidth.
- (3) Constant Bit Rate ("CBR"). CBR carries the highest rating for applications that are real-time and delay-sensitive, like voice and video. ASI-North allows for subscription rate of the logical connections up to 100% of the bandwidth.

### B. Physical Interconnection with CLEC's Facilities

ASI-North will interconnect with CLEC's facilities as follows: In each ASI-North territory in which CLEC offers local exchange service, the Parties will interconnect their network facilities at a minimum of one (1) mutually agreeable point of interconnection ("POI"). The POI will be established as the connection point into the ASI-North network. Each Party will be responsible for providing necessary equipment and facilities.

### C. ATM B-ICI

- (1) The interconnection between ASI-North and CLEC can occur at any mutually agreeable, economically and technically feasible point. This interconnection will be either on DS1, DS3, or OC3 facility depending on the technology being utilized.
  - (a) Interconnection Design One: B-ICI Connection. CLEC will purchase transport and interconnection from ASI-North. ASI-North will terminate the interconnection to the CLEC's termination point. The POI shall be designated as the Circuit Facility Assignment ("CFA") point. CLEC must have some POI available for ASI-North to connect into. ASI-North will not be responsible for building out facilities or extra charges associated with interconnection for CLEC. Each Party is responsible for designing, provisioning, ownership and maintenance of all equipment and facilities on its side of the POI.

- (b) Interconnection Design Two: Network Gateway Interface ("NGI") Connection. CLEC may interconnect through an NGI connection. CLEC will provide transport into ASI-North facility. CLEC will either purchase/lease access or use its own access to interconnect with ASI-North. The CLEC will be responsible for any cost associated with delivering the access facility to ASI-North's demarcation point. The POI shall be designated as the Demarcation Point. ASI-North will have a specified location for entry. ASI-North will provide the appropriate CFA information to the CLEC. Each Party is responsible for designing, provisioning, ownership and maintenance of all equipment and facilities on its side of the POI.

#### D. FRAME RELAY-NNI

- (1) ASI-North's FRS adheres to industry standards. The NNI protocol is used to propagate status information between the network switching elements. It is also used to detect link and device failures.
- (2) The available bandwidth of the NNI Port will be either DS1 or DS3.
- (3) ASI-North will allow CLEC to provision the NNI connection to 200% over-subscription as it pertains to the amount of traffic being forced over the network. There is also a physical limit, depending on switch type, on the amount of PVCs that can be subscribed per port.
- (4) Except as otherwise provided in Sections 21 and 22, ASI-North has the capability of Frame Relay-to-ATM Inter-working. Depending on the traffic type, CLEC may decide to buy ATM connections from ASI-North. CLEC can still put Frame Relay traffic over the interconnection as long as CLEC subscribes to Frame Relay-to-ATM Inter-working on CLEC's switch.

#### E. INTERCONNECTION PLANNING

The Parties will mutually agree upon the precise terms of each interconnection facility. These terms will cover the technical details of the interconnection as well as other network interconnection, provisioning and maintenance issues.

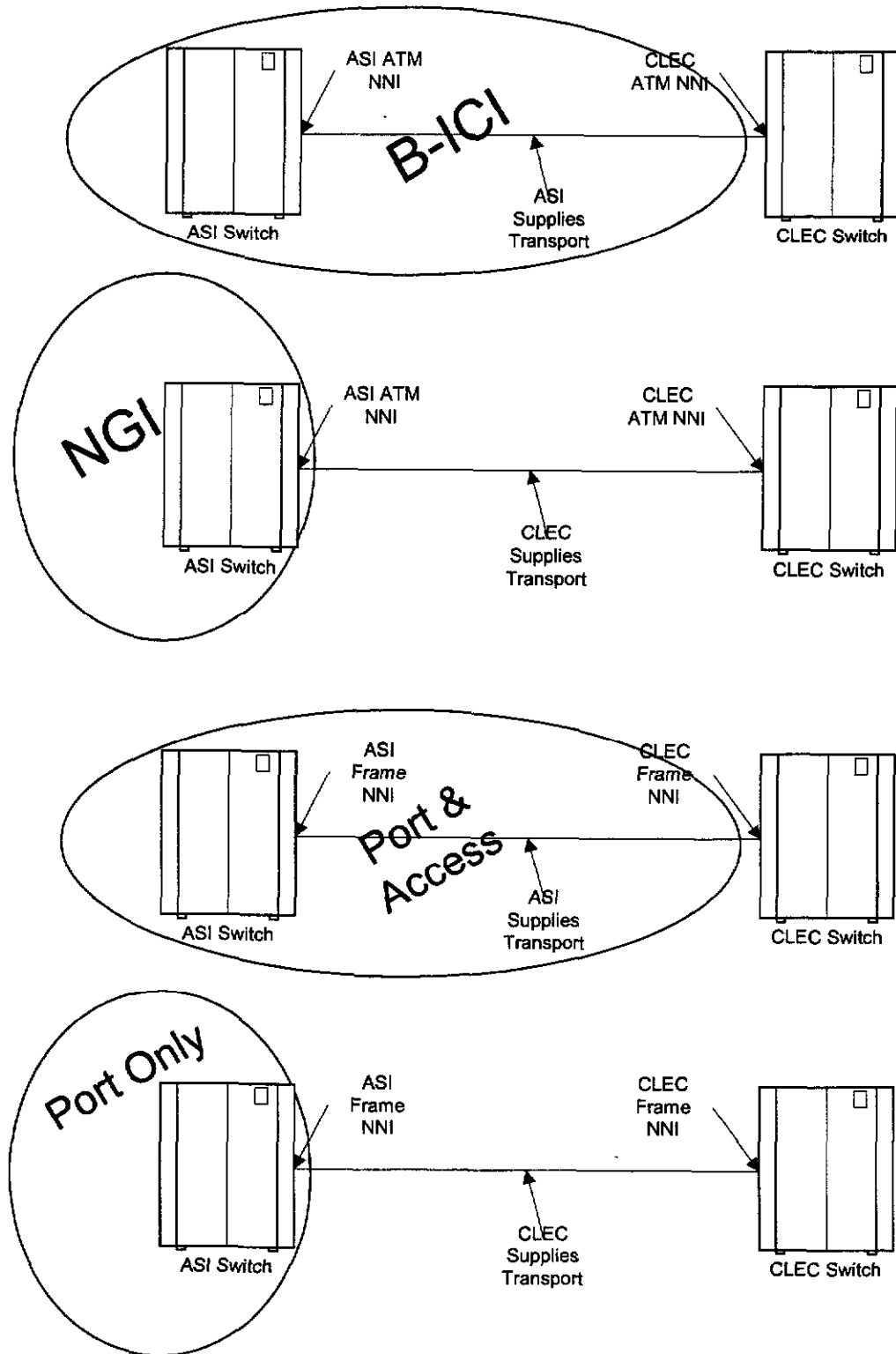
- (1) The CLEC location may include multiplexing and facilities required to take the handoff from ASI-North for interconnection facilities as outlined in this Agreement.
- (2) In all Network designs, CLEC and ASI-North will mutually agree on the capacity of the termination to be utilized. The capacity will be based on the request from the CLEC.
- (3) If CLEC seeks to interconnect with ASI-North's network for the purpose of exchanging local traffic between the Parties' networks, using any other configuration

or at any other technically feasible point in ASI-North's network, the Parties shall negotiate the terms and conditions for such interconnection.

17. INTERCONNECTION DIAGRAMS

This section provides diagrams describing the general connection requirements for CLEC to interconnect any CLEC-provided facility with ASI-North's facilities. The diagrams in this section, which are not necessarily all inclusive, depict different interconnection scenarios. Any figures or schematics are for convenience of reference only and in no way modify the terms and conditions of this Agreement or commit ASI-North to interconnect in a specific way.

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**TERMS APPLYING TO ALL NON-DSL ADVANCED SERVICES****18. DESCRIPTION OF NON-DSL SERVICES**

As indicated herein, ASI-North will make the following Non-DSL Services available for resale within its affiliated ILEC's service territory in ASI-North.

- A. Asynchronous Transfer Mode Cell Relay Service ("ATM CRS") is a cell-based, broadband communication technology using 53-byte cells to transport data, video traffic and, when available, voice. ATM CRS switching provides a flexible way to handle bursty traffic, combining the statistical efficiencies of packet switching with the low delays of circuit switching. ATM CRS offers low latency, high throughput and flexible bandwidth interconnections capable of carrying a wide range of services.
- B. Frame Relay Service ("FRS") is a transport service that facilitates the exchange of Customer data in variable length information units, frames or packets between End User connections by way of assigned virtual connections. Based on American National Standards Institute ("ANSI") and Consultative Committee for International Telephony and Telegraph ("CCITT") standards for FRS, each frame is passed to the FRS network with an address that specifies the virtual connections. FRS is capable of handling the requirements of bursty data sources because of the ability of the service to allocate additional bandwidth when not in use by other services. FRS allows End Users to share network resources.

**19. PRICES, MOVES, ADDS AND CHANGES RELATING TO NON-DSL SERVICES****A. Prices**

- (1) Retail prices for Non-DSL Services are listed in Schedule A attached to this Agreement. Nonrecurring charges ("NRCs") and Monthly recurring charges ("MCRs") will apply depending on Term Pricing Plan ("TPP") chosen, as set forth in Schedule A. The prices do not include any independent company or inter-exchange carrier charges, intrabuilding network cable, simple inside wire, repair services for such cable and wire or wiring associated with Customer Equipment. The prices also do not include FCC or other mandated surcharges which will be billed on a monthly basis.
- (2) Schedule A is subject to change with thirty (30) calendar days notice to CLEC. In addition, the prices are subject to change based on any legislative, regulatory or judicial determination as set forth in the Intervening Law provision of this Agreement. Should prices increase due to any specific applicable order of the FCC or any specific applicable governmental regulatory authority, then the Parties will implement the provisions of Section 1F (Intervening Law) of this Agreement.



- (3) CLEC may request an existing TPP service period be converted to a new TPP service period without incurring termination charges provided that the new service period is equal to or greater than the remaining portion of the original TPP service period. If CLEC requests that Services provided under a TPP be converted to a shorter term (e.g., five (5) year to three (3) year term), the request will be treated as a termination of Service and termination charges will apply.

**B. Moves**

- (1) A move involves a change in the physical location of (1) the point of termination at the CLEC's Customer's premises or (2) the CLEC's Customer's premises. The charges for the move depend on whether the move is to a new location within the same building or to a different building.
  - (a) Moves within the same building - The charge will be an amount equal to one half of the non-recurring charges, i.e., installation charges, and all associated special construction and material charges for Service. There will be no change in TPP term requirements.
  - (b) Moves to a different building - Moves to a different building will incur all associated non-recurring and special construction and material charges. There will be no change in TPP term requirements.
- (2) If an order to move Service provided under a TPP to a particular Customer does not meet one (1) or more of the conditions described below, it will be treated as a discontinuance of Service and the establishment of new Service and termination charges will apply. Except as noted, the monthly prices for the new Service will be those in effect at the time Service is moved. All non-recurring charges associated with the establishment of the new Service will apply.
  - (a) For moves or changes at the same transmission speed, CLEC may move Service for a particular Customer to a new location for that Customer, or move and change Service for that Customer to another ASI-North Service without incurring termination charges provided all of the following conditions are met:
    - 1) The new Service is provided solely by ASI-North on a resold basis to CLEC.
    - 2) CLEC's request to disconnect Service and request for new Service are received at the same time.
    - 3) The due date of the new connect order must be within one hundred twenty (120) calendar days after the due date of the disconnect order.
    - 4) The new Service has a transmission speed equal to or greater than the transmission speed of Service.
    - 5) For PVCs, the move must be associated with the move of one (1) or more associated interfaces.

- 6) For Services provided using DS3 or above, the new Service establishes a new TPP equal to or greater than the original TPP at the former location.
  - 7) For other ASI-North services, the total monthly price of the new Service is equal to or greater than the total monthly price of Service.
  - 8) All non-recurring charges and special construction charges will apply.
- (b) For moves involving upgrades in transmission speed, CLEC may move Service provided for a particular Customer to a new location for that Customer and upgrade to a higher transmission speed, or move and upgrade to another higher speed ASI-North Service for that Customer without incurring termination charges provided all of the following conditions are met:
- 1) The new Service is provided solely by ASI-North on a resold basis to CLEC.
  - 2) CLEC's requests to disconnect Service and request for new Service are received at the same time.
  - 3) The due date of the new connect order must be within one hundred twenty (120) calendar days of the due date of the disconnect order.
  - 4) The new Service has a transmission speed greater than the transmission speed of Service.
  - 5) For PVCs, the move must be associated with the move of one (1) or more associated ports.
  - 6) For Services at a higher transmission speed, the new Service establishes a new ATM Service TPP effective on the Service date.
  - 7) For other ASI-North services, the total monthly price of the new Service is equal to or greater than the total monthly price of the existing Service being discontinued.
  - 8) All non-recurring charges and special construction charges will apply.

C. Adds, Changes, and Disconnects

- (1) CLEC may upgrade Service provided for a particular CLEC Customer location to a higher transmission speed or to another ASI-North service of equal or greater transmission speed without incurring termination charges if all of the following conditions are met:
- (a) The new Service is provided solely by ASI-North on a resold basis to CLEC.
  - (b) The new Service is provided to the same CLEC Customer location.
  - (c) For PVCs, the new Service must be provided between the same two (2) locations.
  - (d) The CLEC's request to disconnect Service and request for new Service are received at the same time.
  - (e) The CLEC's disconnect order references the connect order for the new Service.
  - (f) For Services at a higher transmission speed, the new ATM Service must establish a new TPP effective on the Service date.

- (g) For other ASI-North Services at equal or greater transmission speed, the total monthly price of the new Service is equal to or greater than the total monthly price of Service.
  - (h) All non-recurring charges and special construction charges will apply.
- (2) If (1) ASI-North determines that additional equipment and facilities (such as outside plant, cable, capacity or memory) are required; or (2) CLEC requests additional service or features which are not included in this Agreement; or (3) CLEC requests a transition of Service to new or alternate technologies offered by ASI-North, or (4) substantial change in regulatory policy occurs causing a reduction in Service and such reduction of Service is not caused, in whole or in part, by CLEC's acquisition of equivalent services from other telecommunications service providers, or (5) due to the changing telecommunications market, regulatory changes occur which have a material effect on Service, ASI-North may perform a financial study to determine the price(s) for the requested service and, if appropriate, the Parties shall execute an amendment to this Agreement reflecting the additional or changed service and the agreed upon price(s).
- (3) Disconnects against an ATM connection that carries DSL Transport traffic must be associated with first moving or removing the DSL Transport traffic.

## 20. ORDERING AND TERMINATING NON-DSL SERVICES

### A. Ordering Non-DSL Services

- (1) CLEC must submit an Access Service Request ("ASR") by e-mail or fax to ASI-North's Interconnection Services ("ICS") team. The ICS team will provide CLEC confirmed due dates and other pertinent provisioning details in a service delivery schedule.
- (2) ASI-North will provide a toll-free number to make an inquiry regarding ordering and provisioning Non-DSL Services. This inquiry will be available Monday through Friday 8:00 a.m. to 5:00 p.m. eastern time. ASI-North will provide the same provisioning coverage for CLEC's Customers as ASI-North provides to its own Customers.

### B. Terminating Non-DSL Services

Subject to the provisions in section 1D of this Agreement, CLEC may terminate a TPP or disconnect, in whole or in part, Service without cause. If this occurs during the initial term of the TPP, ASI-North will compute the termination charges and render a bill to CLEC, which CLEC agrees to pay within thirty (30) calendar days according to the following:

50% of the monthly price for each Service disconnected	X	The number of months remaining in the term of the applicable TPP or one-year minimum service period.
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The termination charge applies to each Service disconnected or, in the case of cancellation of the TPP or minimum service period, to each Service included in the canceled TPP or minimum service period.

It is CLEC's responsibility to give ASI-North notice of the intent to terminate a TPP. ASI-North will continue to bill CLEC for a period of one (1) month from the date ASI-North receives the termination notice or until the requested termination date, whichever period is longer. These charges will apply during this period whether or not CLEC continues to use Service.

### **TERMS APPLYING TO DSL TRANSPORT SERVICES**

#### **21. GENERAL PROVISIONS APPLYING TO DSL TRANSPORT SERVICES**

Subject to the provisions in section 11 and Schedule A of this Agreement:

- A. As indicated herein, ASI-North will make its DSL Transport Services available for resale to CLEC within its affiliated ILEC's service territory in the state where DSL Transport Service is provided.
- B. ASI-North will offer DSL Transport Service, as defined in section 22A, via a line sharing arrangement (High Frequency Portion of the Line - HFPL) over a SBC ILEC-provided (non-resold, non-UNE-P) retail POTS line.
- C. ASI-North will offer DSL Transport Service in the green zone (0-12,000 ft). ASI-North is not required to offer service beyond the green zone, except when CLEC resells the same Service to an existing ASI-North DSL Transport Customer.
- D. CLEC is required to have connectivity to ASI-North's ATM network (either through CLEC's own NNI network or via resale of ASI-North's ATM service) in each LATA CLEC chooses to provide DSL Transport Service. CLEC must have the logical ATM inventory loaded in ASI-North's database.
- E. CLEC's Customer is required to have a unique domain name. This name must be different from any other Customer served directly by ASI-North or indirectly through the resale of ASI-North's Service.

**22. DESCRIPTION OF DSL TRANSPORT SERVICE**

- A. For the purposes of this Agreement, DSL Transport Service is defined as an asymmetrical DSL connection, with speeds ranging from 384 Kbps to 6.0 Mbps downstream (End User's modem must synchronize at 384 Kbps Downstream to attain the minimum speed of 384 Kbps) and Upstream speeds ranging from 128 Kbps to 384 Kbps. The "Upstream" speeds represent connection speeds in kilobits per second ("Kbps") from the network interface device ("NID") at the End User's premises to the DSLAM (or to the remote terminal where a remote terminal has been installed) of ASI-North, its vendors or its affiliates; while the "Downstream" speeds represent connection speeds in Kbps or megabits per second ("Mbps"), from the DSLAM (or from the remote terminal where a remote terminal has been installed) of ASI-North, its vendors or its affiliates to the NID at the End User's premises. For purposes of DSL Transport to ISPs, an "End User" is the ISP's customer. Except for RLAN business customers, ASI-North does not offer DSL Transport as a retail service to End Users.
- B. ASI-North currently offers the following two (2) connection speeds for DSL Transport Service: 384kbps up to 768kbps Downstream speed/128kbps Upstream speed; and 768kbps up to 1.5mbps Downstream speed/256kbps Upstream speed. Beginning in the Fall 2001, ASI-North intends to offer up to five (5) packages of DSL Transport, each with different connection speeds as outlined in the table below.

**DSL Transport Speeds**

<b>Name</b>	<b>Speed (Download/Upload)</b>
Basic	384 Kbps - 768 Kbps / 128 Kbps
Basic +	768 Kbps - 1.5 Mbps / 128 Kbps
Symmetric	384 Kbps / 384 Kbps
Premium	1.5 Mbps - 4 Mbps / 384 Kbps
Premium +	4 Mbps - 6 Mbps / 384 Kbps

- C. ASI-North provides only UBR service. Traffic Discard Priority does not apply.
- D. At this time, ASI-North does not support multiple PVCs over a single loop.
- E. CLEC's DSL Transport Service will be provisioned via a virtual session on the line to the location of CLEC's Customer or CLEC's Customer's End User. ASI-North will retain ownership of overall connection. ASI-North may place special equipment within ASI-North's DSL and ATM network, which allows the provisioning and management of multiple applications on each DSL Transport Service line.
- F. CLEC's ISP interface to ASI-North's network for DSL Transport Service is provided via Layer 2 Tunneling Protocol ("L2TP") through an ATM connection. CLEC agrees to provide equipment on its side of the network capable of receiving L2TP. CLEC shall

also have the option to interface with ASI-North's network via Point-to-Point Protocol Terminated Aggregation ("PTA"), where made available by ASI-North. Within a geographic region and where available, CLEC may interface to ASI-North's network using either L2TP or PTA, but not both. PTA shall be provided at an additional charge to be established by ASI-North. Upon ASI-North's deployment of L2TP, each new DSL Transport Service ordered by CLEC shall be installed with L2TP.

- G. At such time as CLEC's interface to ASI-North's network is provided via L2TP, CLEC will receive connectivity for DSL Transport Service via Point to Point Protocol ("PPP") using a virtual connection. The standard PPP protocol shall be PPP over Ethernet ("PPPoE").
- H. ASI-North may, at its own discretion, provision other applications on the same line that is carrying CLEC's virtual session to the End User location and may fully market such applications and related services.
- I. Remote Local Area Network ("RLAN") service is a DSL Transport Service provided to non-ISP business Customers. RLAN service requires an ATM connection to the ASI-North ATM network that terminates to the business Customer's location and cannot be provided to an ISP for Internet access. All DSL Transport ordered under this arrangement must be mapped to the ATM transport terminating into the ASI-North ATM network.

## 23. CLEC-PROVIDED EQUIPMENT

ASI-North shall deploy DSLAMs which are compatible with industry standards and shall provide CLEC with technical data, specifications and other information sufficient to allow CLEC to meet its obligation to select DSL modems, Network Interface Cards, splitters or other CPE compatible with industry standards which is necessary for CLEC's Customers to use DSL Transport Services purchased from ASI-North.

## 24. CLEC RESPONSIBILITIES

- A. CLEC Support. CLEC will be responsible for providing "Tier 1" technical support to its Customers in connection with any DSL Transport Services it purchases from ASI-North hereunder. Tier 1 technical support includes activities such as Customer contact, installation support and trouble ticketing. ASI-North will provide "Tier 2" technical support directly to CLEC, which CLEC may utilize to obtain information with which to provide support for its Customers. In connection with the provision of such Tier 2 support, ASI-North shall also provide CLEC with access to any additional technical cooperation services that ASI-North may establish or provide to other CLECs to enhance the deployment of DSL Transport Services (e.g., help-desk coordination, or access to new technologies that will help accelerate the deployment of DSL Transport Service).

- B. Backhaul Transport. CLEC acknowledges that it is responsible for obtaining the facilities or services for the backhaul of data to CLEC's operational data centers.

25. ORDERING AND TERMINATING DSL TRANSPORT SERVICE

A. Ordering DSL Transport Service.

- (1) Electronic Order Processing. CLEC may issue a new order to resell ASI-North's DSL Transport Service through the electronic process described in section 26 (DSL Operational Support Systems).
- (2) CLEC will determine whether its Customer's loop is "Loop Qualified" per ASI-North standards (i.e., whether the CLEC's Customer's telephone line is able to support DSL Transport Service), and if so, place an order for DSL Transport Service with ASI-North. ASI-North will provide a process for receiving orders. CLEC shall be responsible for ensuring the accurate transmittal of (1) information regarding CLEC's Customers to ASI-North (except for such CLEC Customer's Loop Qualified status), and (2) the CLEC internet connectivity address information required to direct the DSL Transport Service to CLEC's internet connection.
- (3) Once ASI-North receives an order from CLEC in accordance with the above provisions, ASI-North shall then be responsible for taking all of the necessary steps to provide such CLEC Customer with the DSL Transport Service ordered by CLEC. In the event the DSL Transport Service cannot be made to function within ASI-North's current operational guidelines, the CLEC will be notified and the order will be cancelled, with no liability to ASI-North.
- (4) When CLEC places an order, ASI-North will specify a Due Date ("DD") based on force availability or standard interval, as applicable. In the event a DD other than that specified is requested by the CLEC Customer, CLEC will contact ASI-North and the Parties will negotiate a DD based on that request. ASI-North will not complete the order prior to the DD or later than the DD without notification to the CLEC.
- (5) CLEC and ASI-North will agree to escalation procedures and contacts for resolving questions and disputes related to ordering and provisioning procedures or to the processing of individual orders, subject ultimately to the dispute resolution provisions of this Agreement. ASI-North will notify CLEC of any modifications to these contacts within one (1) week of such modifications.
- (6) ASI-North will direct CLEC Customers to contact CLEC if CLEC's Customer requests a change in service at the time of installation.
- (7) ASI-North will provide CLEC with the same provisioning intervals and procedures for DSL Transport Services that it provides to ASI-North Customers.

**B. Terminating DSL Transport Service.**

- (1) ASI-North will not initiate any CLEC Customer-requested disconnection or rearrangement of Services unless directed by CLEC. CLEC will be responsible for sending the appropriate disconnect order to ASI-North for any DSL Transport Service that it wishes to cancel.
- (2) Upon receipt of a disconnect order issued by CLEC, ASI-North will discontinue the provision of the DSL Transport Services to the CLEC's Customer pursuant to the instructions in the disconnect order. ASI-North will cease to charge CLEC for the processing the disconnect order.
- (3) In the event that a CLEC's Customer instructs ASI-North not to complete an installation of DSL Transport Service at the CLEC's Customer location and ASI-North is thereby prevented from installing DSL Transport Service, ASI-North will provide notice to CLEC. CLEC will have seven (7) business days from the date of the notice to secure CLEC's Customer's permission for ASI-North to perform work at that location and to notify ASI-North in writing that it has obtained the necessary permission from CLEC's Customer. If CLEC does not notify ASI-North of such permission within that seven (7) business day period, ASI-North will cancel the order with no liability to ASI-North. After cancellation, any order for DSL Transport Service for the same CLEC Customer location will be treated as a new order.
- (4) After DSL Transport Service has been installed, if, for reasons beyond the control of ASI-North, conditions in the ILEC loop facilities change causing the DSL Transport Service to become inoperable, ASI-North will disconnect the inoperable Service with no liability to ASI-North.

**C. Misdirected Calls.**

During ASI-North's normal business hours, for all misdirected calls to ASI-North from CLEC's Customers, CLEC's Customers will be directed to call their DSL provider. To the extent ASI-North procedures change such that CLEC Customers become identifiable, such CLEC Customers will be directed to call CLEC at a designated 800 number. CLEC on a reciprocal basis will refer to a ASI-North designated number all misdirected calls that CLEC receives from ASI-North Customers. CLEC and ASI-North will agree on the scripts to be used for this purpose.

**26. DSL TRANSPORT OPERATIONAL SUPPORT SYSTEMS ("OSS")**

- A. ASI-North will provide current ordering specifications for DSL Transport Service and all Customer data required by ASI-North from CLEC to provision these Services. ASI-North ordering and provisioning processes require CLEC to order DSL Transport Service and provide Internet service details at the same time.



- B. CLEC will have separate access to the electronic ordering system described in subsection F below, for each Customer for whom CLEC orders DSL Transport Service. If CLEC's Customer qualifies for discounted billing, a separate system instance will be granted. If CLEC has multiple Customers who qualify for discounted billing, each Customer will need a separate system instance. If CLEC's Customer qualifies for discounted billing and receives DSL Transport Service in more than one state, one system instance will be generated for each state in which CLEC's Customer receives Services.
- C. ASI-North will provide a Single Point of Contact ("SPOC") per region for all of CLEC ordering and provisioning contacts involved in the ordering and provisioning of the Services provided by ASI-North to CLEC. ASI-North will provide the same hours of provisioning coverage for CLEC Customers as ASI-North provides to its Customers. ASI-North will provide the following ordering and provisioning services to CLEC for Service orders: Monday-Friday 8 a.m. - 5 p.m. eastern.
- D. ASI-North will endeavor to provide electronic systems on the following schedule:
- Monday-Friday 6 a.m. - 10 p.m. central  
Saturday 6 a.m. - 5 p.m. central  
Sunday Noon - 8 p.m. central
- Notwithstanding the foregoing, the Parties recognize that there may be periods when systems are down due to unforeseen difficulties.
- E. ASI-North and CLEC will jointly establish interface contingency and disaster recovery plans for the ordering and provisioning of the DSL Transport Services.
- F. ASI-North's Electronic Ordering Process is currently available only for new orders. Public User Interface ("PUI") provides CLEC wishing to resell ASI-North DSL Transport Services with loop qualification capability on SBC-Ameritech working telephone numbers ("WTNs"). Once a loop is qualified, CLEC may enter a request for ASI-North DSL Transport Service through PUI. PUI also provides CLEC with the capability to manage (i.e., update and cancel) its outstanding orders and their rudimentary status.
- G. ASI-North provides a manual process to be used when PUI is not available. To manually place an order, CLEC shall complete and e-mail a DSL Customer Information Sheet to the ASI-North Work Order Management Team.
- H. ASI-North DSL Order Support ("ADOS"). ADOS is a manual process whereby DSL Transport orders are manually entered into PUI to either establish new DSL Transport Service, disconnect existing DSL Transport Service or cancel a pending DSL Transport order.

## 27. FORECASTING

If CLEC desires to stimulate sales of DSL Transport Service in a particular area through special promotions or otherwise, CLEC shall provide ASI-North with at least sixty (60) calendar days prior written notice of this event and shall specify the forecasted volumes by central office. ASI-North will work with CLEC and use reasonable efforts to accommodate any such increase in anticipated demand, but CLEC recognizes that DSL Transport Service is dependent on availability of facilities and other regulatory, business and operating constraints. In the event such activities exhaust existing DSL equipment, ASI-North is not obligated to add additional equipment.

## ANCILLARY FUNCTIONS

### 28. UNBUNDLED PACKET SWITCHING

A. ASI-North will provide CLEC unbundled packet switching in situations in which ASI-North has placed its DSLAM in a remote terminal if all of the following conditions are satisfied:

- (1) ASI-North or its affiliated ILEC has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);
- (2) There are no spare copper loops capable of supporting the xDSL services CLEC seeks to offer;
- (3) ASI-North's affiliated ILEC has not permitted CLEC to deploy a Digital Subscriber Line Access Multiplexer ("DSLAM") at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has the requesting carrier obtained a virtual collocation arrangement at these sub-loop interconnection points as defined by 47 CFR §51.319(b); and
- (4) ASI-North has deployed packet switching capability for its own use.

B. ASI-North will be relieved of this unbundling obligation if it permits CLEC to collocate CLEC's DSLAM in ASI-North's remote terminal, on the same terms and conditions as apply to ASI-North's own DSLAM.

### 29. COLLOCATION

To the extent required by the ASCENT Decision, ASI-North will provide, on rates, terms, and conditions that are just, reasonable, nondiscriminatory, and in compliance with all applicable federal laws and regulations, physical collocation of equipment necessary for

interconnection or, if applicable, access to unbundled packet switching network elements at premises owned by ASI-North or leased by ASI-North from any entity other than its affiliated ILEC. ASI-North will not provide collocation at premises where it is not practical to do so for technical reasons or because of space limitations.

30. TERMS APPLYING TO ASI-NORTH OPERATIONAL SUPPORT SYSTEMS

A. CLEC Responsibilities.

- (1) When available, CLEC shall utilize ASI-North's electronic interfaces, as described throughout this Agreement, only for the purposes of establishing and maintaining Resale Services through ASI-North's Security Guidelines and OSS Policies detailed in this Agreement. Failure to comply with such Security Guidelines and OSS Policies may result in forfeiture of electronic access to OSS functionality.
- (2) CLEC shall be responsible for and indemnifies ASI-North against any cost, expense or liability relating to any unauthorized entry or access into, or use or manipulation of ASI-North's OSS from CLEC systems, workstations or terminals or by CLEC employees or agents or any third party gaining access through information and/or facilities obtained from or utilized by CLEC and shall pay ASI-North for any and all damages caused by such unauthorized entry.
- (3) CLEC's access to ASI-North's OSS will only be utilized to view Customer Proprietary Network Information ("CPNI") of another carrier's Customer where CLEC has obtained an authorization for release of CPNI from the Customer and has obtained an authorization to become the Customer's service provider. The authorization for release of CPNI must comply with all applicable state and federal statutes, rules, and regulations.
- (4) CLEC is solely responsible for determining whether proper authorization has been obtained and holds ASI-North harmless from any loss caused by CLEC's failure to obtain proper CPNI consent from Customer.
- (5) CLEC is responsible for all actions of its employees using any of ASI-North's OSS systems. CLEC agrees to pay all reasonable costs and expenses, including labor costs, incurred by ASI-North as a result of any and all inaccurate ordering or usage of the OSS, if such costs are not already recovered through other charges assessed by ASI-North to CLEC.
- (6) CLEC shall indemnify and hold ASI-North harmless against any claim made by a Customer of CLEC or other third parties against ASI-North caused by or related to CLEC's use of any ASI-North OSS.
- (7) ASI-North retains the right to audit all activities by CLEC using any ASI-North OSS. All such information obtained through an audit shall be deemed proprietary and shall

be covered by the Parties Non-Disclosure Agreement signed in conjunction with the execution of this Agreement.

B. Security Guidelines.

- (1) Both Parties will maintain accurate and auditable records that monitor user authentication and machine integrity and confidentiality (e.g., password assignment and aging, chronological logs configured, system accounting data, etc.).
- (2) Both Parties shall maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other Party access or interface privileges. These records will include, but are not limited to, user ID assignment, user request records, system configuration, time limits of user access or system interfaces. These records should be kept until the termination of this Agreement or the termination of the requested access by the identified individual. Either Party may initiate a compliance review of the connection records to verify that only the agreed to connections are in place and that the connection records are accurate.
- (3) Each Party shall notify the other Party immediately upon termination of employment of an individual user with approved access to the other Party's network.
- (4) Both Parties shall use an industry standard virus detection software program at all times. The Parties shall immediately advise each other by telephone upon actual knowledge that a virus or other malicious code has been transmitted to the other Party.
- (5) All physical access to equipment and services required to transmit data will be in secured locations. Verification of authorization will be required for access to all such secured locations. A secured location is where walls and doors are constructed and arranged to serve as barriers and to provide uniform protection for all equipment used in the data connections which are made as a result of the user's access to either the CLEC or ASI-North network. At a minimum, this shall include: access doors equipped with card reader control or an equivalent authentication procedure and/or device, and egress doors which generate a real-time alarm when opened and which are equipped with tamper resistant and panic hardware as required to meet building and safety standards.
- (6) Both Parties shall maintain accurate and complete records on the card access system or lock and key administration to the rooms housing the equipment utilized to make the connection(s) to the other Party's network. These records will include management of card or key issue, activation or distribution and deactivation.
- (7) Each Party will monitor its own network relating to any user's access to the Party's networks, processing systems, and applications. This information may be collected,

retained, and analyzed to identify potential security risks without notice. This information may include, but is not limited to, trace files, statistics, network addresses, and the actual data or screens accessed or transferred.

- (8) Each Party shall notify the other Party's security organization immediately upon initial discovery of actual or suspected unauthorized access to, misuse of, or other "at risk" conditions regarding the identified data facilities or information. Each Party shall provide a specified point of contact. If either Party suspects unauthorized or inappropriate access, the Parties shall work together to isolate and resolve the problem.
- (9) In the event that one Party identifies inconsistencies or lapses in the other Party's adherence to the security provisions described herein, or a discrepancy is found, documented, and delivered to the non-complying Party, a corrective action plan to address the identified vulnerabilities must be provided by the non-complying Party within ten (10) calendar days of the date of the identified inconsistency. The corrective action plan must identify what will be done, the Party accountable/responsible, and the proposed compliance date.
- (10) Each Party is responsible to notify its employees, contractors and vendors who will have access to the other Party's network, on the proper security responsibilities identified within this Agreement. Adherence to these policies is a requirement for continued access to the other Party's systems, networks or information. Exceptions to the policies must be requested in writing and approved by the other Party's information security organization.

C. General OSS Policies.

- (1) Due to enhancements and on-going development of access to ASI-North's OSS functions, certain interfaces described in this Agreement may be modified, temporarily unavailable or may be phased out after execution of this Agreement.
- (2) Each Party's resources are for approved business purposes only.
- (3) Each Party may exercise at any time its right to inspect, record, and/or remove all information contained in its own systems, and take appropriate action should unauthorized or improper usage be discovered.
- (4) Individuals will only be given access to resources that they are authorized to receive and which they need to perform their job duties. Users must not attempt to access resources for which they are not authorized.
- (5) Authorized users must not develop, copy or use any program or code which circumvents or bypasses system security or privilege mechanism or distorts accountability or audit mechanisms.

- (6) Actual or suspected unauthorized access events must be reported immediately to each Party's security organization or to an alternate contact identified by that Party. Each Party shall provide its respective security contact information to the other.

D. User Identification.

- (1) Access to each Party's corporate resources will be based on identifying and authenticating individual users in order to maintain clear and personal accountability for each user's actions.
- (2) User identification shall be accomplished by the assignment of a unique, permanent user ID, and each user ID shall have an associated identification number for security purposes.

E. User Authentication.

- (1) Users will usually be authenticated by use of a password. Strong authentication methods (e.g. one-time passwords, digital signatures, etc.) may be required in the future.
- (2) Passwords must not be stored in script files.
- (3) Passwords must be entered by the user in real time.
- (4) Personal passwords must not be shared. A user who has shared his password is responsible for any use made of the password.

F. Access and Session Control.

- (1) Destination restrictions will be enforced at remote access facilities used for access to OSS interfaces. These connections must be approved by each Party's corporate security organization.
- (2) Terminals or other input devices must not be left unattended while they may be used for system access. Upon completion of each work session, terminals or workstations must be properly logged off.
- (3) On the destination system, users are granted access to specific resources (e.g. databases, files, transactions, etc.). These permissions will usually be defined for an individual user (or user group) when a user id is approved for access to the system.

#### G. Software and Data Integrity.

- (1) Each Party shall use a comparable degree of care to protect the other Party's software and data from unauthorized access, additions, changes and deletions as it uses to protect its own similar software and data. This may be accomplished by physical security at the work location and by access control software on the workstation.
- (2) Untrusted software or data shall be scanned for viruses before use on a Party's corporate facilities that can be accessed through the direct connection or dial up access to OSS interfaces.
- (3) Unauthorized use of copyrighted software is prohibited on each Party's corporate systems that can be access through the direct connection or dial up access to OSS Interfaces.
- (4) Proprietary software or information (whether electronic or paper) of a Party shall not be given by the other Party to unauthorized individuals. When it is no longer needed, each Party's proprietary software or information shall be returned by the other Party or disposed of securely. Paper copies shall be shredded. Electronic copies shall be overwritten or degaussed.

#### H. Monitoring and Audit.

To deter unauthorized access events, a warning or no trespassing message will be displayed at the point of initial entry (i.e., network entry or applications with direct entry points). Each Party should have several approved versions of this message. Users should expect to see a warning message similar to this one:

*"This system is restricted to authorized users for company official business purposes and subject to being monitored at any time. Anyone using this system expressly consents to such monitoring. Confidential information may not be disclosed without authorization. By logging on, each user understands, agrees, and consents that the Company or its authorized designees may inspect, copy, or disclose any electronic communication or other information on this system at any time without further notice."*

#### 31. ACCESS TO RIGHTS-OF-WAY

Pursuant to section 251(b)(4) of the Act, to the extent required by the ASCENT Decision, ASI-North will provide access to its poles, ducts, conduits, and rights-of-way to CLEC on rates, terms, and conditions that are consistent with section 224 of the Act.

*IN WITNESS WHEREOF*, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives. Each person whose signature appears below represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.

**SBC Advanced Solutions, Inc. on behalf of IG2, Inc.**  
**itself and Ameritech Advanced Data**  
**Services of Illinois, Inc., Ameritech**  
**Advanced Data Services of Indiana, Inc.,**  
**Ameritech Advanced Data Services of**  
**Michigan, Inc., Ameritech Advanced Data**  
**Services of Ohio, Inc. and Ameritech**  
**Advanced Data Services of Wisconsin, Inc.**

By: 

By: Deborah S. Arnett

Print Name: John HABEEB

Print Name: Deborah S. Arnett

Title: Dir. Regulatory-Interconnection

Title: VP- Director of Compliance

Date Signed: 7-24-01

Date Signed: 7/10/01



**SCHEDULE A - PRICING****I. Terms Applying to All Service Pricing**

The retail prices set forth below do not include FCC or other mandated surcharges, applicable taxes, and do not reflect the applicable avoided cost resale discount, if any. Such surcharges and applicable taxes shall be billed on a monthly basis. Customer will pay ASI-North or ASI-North's billing agent for all ASI-North Services actually installed and billed at the volume level that exists during each current billing cycle. Prices included in Schedule A are subject to change with thirty (30) calendar days notice to CLEC.

**II. ATM Pricing**

<b>ASI PRODUCT AND SERVICES IN ASI-NORTH NORTH</b>						
ASI ATM						
User Network Interface	MRC	NRC	MRC	NRC	MRC	NRC
Speed	1 Year	NRC	3 Year	NRC	5 Year	NRC
DS1	\$735.00	\$1,200.00	\$635.00	\$600.00	\$490.00	\$100.00
DS3	\$3,950.00	\$3,000.00	\$3,350.00	\$1,500.00	\$2,950.00	\$100.00
OC-3c	\$5,375.00	\$3,000.00	\$4,775.00	\$1,500.00	\$4,175.00	\$100.00
Port Only Connection Monthly and Non Recurring Charges						
Port Only offered ICB pending product development						
Speed	1 Year	NRC	3 Year	NRC	5 Year	NRC
DS1	ICB	ICB	ICB	ICB	ICB	ICB
DS3	ICB	ICB	ICB	ICB	ICB	ICB
OC-3c	ICB	ICB	ICB	ICB	ICB	ICB

<b>NNI Connection Monthly and Non Recurring Charges</b>						
Speed	1 Year	NRC	3 Year	NRC	5 Year	NRC
B-ICI	MRC	NRC	MRC	NRC	MRC	NRC
DS1	\$735.00	\$1,200.00	\$635.00	\$600.00	\$490.00	\$100.00
DS3	\$3,950.00	\$3,000.00	\$3,350.00	\$1,500.00	\$2,950.00	\$100.00
OC-3c	\$5,375.00	\$3,000.00	\$4,775.00	\$1,500.00	\$4,175.00	\$100.00

<b>NGI Connection Monthly and Non Recurring Charges</b>						
Port Only offered as ICB pending product development						
Speed	1 Year	NRC	3 Year	NRC	5 Year	NRC
NGI	MRC	NRC	MRC	NRC	MRC	NRC
DS1	ICB	ICB	ICB	ICB	ICB	ICB
DS3	ICB	ICB	ICB	ICB	ICB	ICB
OC3	ICB	ICB	ICB	ICB	ICB	ICB

ASI- North-ATM PVC COST Table

Speed	CBR/PCR	VBR-rt	VBR-nrt	Speed	CBR/PCR	VBR-rt	VBR-nrt
64K	\$3.25	\$2.75	\$2.50	14M	\$280.00	\$210.00	\$175.00
128K	\$6.50	\$5.50	\$5.00	15M	\$300.00	\$225.00	\$187.50
192K	\$9.75	\$8.25	\$7.50	16M	\$320.00	\$240.00	\$200.00
256K	\$13.00	\$11.00	\$10.00	17M	\$340.00	\$255.00	\$212.50
320K	\$16.25	\$13.75	\$12.50	18M	\$360.00	\$270.00	\$225.00
384K	\$19.50	\$16.50	\$15.00	19M	\$380.00	\$285.00	\$237.50
448K	\$22.75	\$19.25	\$17.50	20M	\$400.00	\$300.00	\$250.00
512K	\$26.00	\$22.00	\$20.00	21M	\$420.00	\$315.00	\$262.50
576K	\$29.25	\$24.75	\$22.50	22M	\$440.00	\$330.00	\$275.00
640K	\$32.50	\$27.50	\$25.00	23M	\$460.00	\$345.00	\$287.50
704K	\$35.75	\$30.25	\$27.50	24M	\$480.00	\$360.00	\$300.00
768K	\$39.00	\$33.00	\$30.00	25M	\$500.00	\$375.00	\$312.50
832K	\$42.25	\$35.75	\$32.50	26M	\$520.00	\$390.00	\$325.00
896K	\$45.50	\$38.50	\$35.00	27M	\$540.00	\$405.00	\$337.50
960K	\$48.75	\$41.25	\$37.50	28M	\$560.00	\$420.00	\$350.00
1024K	\$52.00	\$44.00	\$40.00	29M	\$580.00	\$435.00	\$362.50
1088K	\$55.25	\$46.75	\$42.50	30M	\$600.00	\$450.00	\$375.00
1152K	\$58.50	\$49.50	\$45.00	31M	\$620.00	\$465.00	\$387.50
1216K	\$61.75	\$52.25	\$47.50	32M	\$640.00	\$480.00	\$400.00
1280K	\$65.00	\$55.00	\$50.00	33M	\$660.00	\$495.00	\$412.50
1344K	\$68.25	\$57.75	\$52.50	34M	\$680.00	\$510.00	\$425.00
1408K	\$71.50	\$60.50	\$55.00	35M	\$700.00	\$525.00	\$437.50
1472K	\$74.75	\$63.25	\$57.50	36M	\$720.00	\$540.00	\$450.00
1536K	\$78.00	\$66.00	\$60.00	37M	\$740.00	\$555.00	\$462.50
1M	\$20.00	\$15.00	\$12.50	38M	\$760.00	\$570.00	\$475.00
2M	\$40.00	\$30.00	\$25.00	39M	\$780.00	\$585.00	\$487.50
3M	\$60.00	\$45.00	\$37.50	40M	\$800.00	\$600.00	\$500.00
4M	\$80.00	\$60.00	\$50.00	41M	\$820.00	\$615.00	\$512.50
5M	\$100.00	\$75.00	\$62.50	42M	\$840.00	\$630.00	\$525.00
6M	\$120.00	\$90.00	\$75.00	43M	\$860.00	\$645.00	\$537.50
7M	\$140.00	\$105.00	\$87.50	44M	\$880.00	\$660.00	\$550.00
8M	\$160.00	\$120.00	\$100.00	45M	\$900.00	\$675.00	\$562.50
9M	\$180.00	\$135.00	\$112.50	46M	\$920.00	\$690.00	\$575.00
10M	\$200.00	\$150.00	\$125.00	47M	\$940.00	\$705.00	\$587.50
11M	\$220.00	\$165.00	\$137.50	48M	\$960.00	\$720.00	\$600.00
12M	\$240.00	\$180.00	\$150.00	49M	\$980.00	\$735.00	\$612.50
13M	\$260.00	\$195.00	\$162.50	50M	\$1,000.00	\$750.00	\$625.00

**III. Frame Relay Pricing**

Bundled Port/Transport Monthly and Non-Recurring Charges						
Speed	1 Year	NRC	3 Year	NRC	5 Year	NRC
56Kbps	\$160	\$700	\$151	580	\$144	\$50
128Kbps	\$340	\$815	\$320	\$445	\$307	\$75
256Kbps	\$400	\$815	\$377	\$445	\$362	\$75
384Kbps	\$440	\$815	\$422	\$445	\$405	\$75
DS-1	\$605	\$815	\$571	\$445	\$540	\$75
DS-3	\$7,288	\$2,470	\$5,280	\$1,273	\$4,675	\$75
Speed	1 Year	NRC	3 Year	NRC	5 Year	NRC
DS-1	\$605	\$815	\$571	\$445	\$540	\$75
DS-3	\$7,288	\$2,470	\$5,280	\$1,273	\$4,675	\$75
NNI Port Only Connection Delivered as ICB until Product development is complete						
Speed	1 Year	NRC	3 Year	NRC	5 Year	NRC
DS-1	ICB	ICB	ICB	ICB	ICB	ICB
DS-3	ICB	ICB	ICB	ICB	ICB	ICB
PVC Monthly & Non-Recurring Charges						
Speed	NRC	1 Year	3 Year	5 Year		
8Kbps	\$24	\$10	\$10	\$10		
9.6Kbps	\$24	\$11	\$11	\$11		
16Kbps	\$24	\$12	\$12	\$12		
19.2Kbps	\$24	\$14	\$14	\$14		
28.8Kbps	\$24	\$16	\$16	\$16		
32Kbps	\$24	\$18	\$18	\$18		
56Kbps	\$24	\$30	\$30	\$30		
64Kbps	\$24	\$30	\$30	\$30		
128Kbps	\$24	\$50	\$50	\$50		
Speed	NRC	1 Year	3 Year	5 Year		
192Kbps	\$24	\$70	\$70	\$70		
256Kbps	\$24	\$90	\$90	\$90		

320Kbps	\$24	\$110	\$110	\$110
384Kbps	\$24	\$130	\$130	\$130
448Kbps	\$24	\$150	\$150	\$150
512Kbps	\$24	\$170	\$170	\$170
576Kbps	\$24	\$200	\$200	\$200
640Kbps	\$24	\$210	\$210	\$210
704Kbps	\$24	\$230	\$230	\$230
768Kbps	\$24	\$250	\$250	\$250
832Kbps	\$24	\$256	\$256	\$256
896Kbps	\$24	\$262	\$262	\$262
960Kbps	\$24	\$268	\$268	\$268
1.024Mbps	\$24	\$275	\$275	\$275
1.088Mbps	\$24	\$280	\$280	\$280
1.152Mbps	\$24	\$286	\$286	\$286
1.216Mbps	\$24	\$294	\$294	\$294
1.289Mbps	\$24	\$300	\$300	\$300
1.344Mbps	\$24	\$306	\$306	\$306
1.408Mbps	\$24	\$312	\$312	\$312
1.472Mbps	\$24	\$318	\$318	\$318
1.544Mbps	\$24	\$330	\$330	\$330
3.088Mbps	\$24	\$490	\$490	\$490
4.632Mbps	\$24	\$600	\$600	\$600
6.176Mbps	\$24	\$760	\$760	\$760
7.72Mbps	\$24	\$950	\$950	\$950
9.264Mbps	\$24	\$1,050	\$1,050	\$1,050
10.808Mbps	\$24	\$1,150	\$1,150	\$1,150
12.35Mbps	\$24	\$1,270	\$1,270	\$1,270
13.896Mbps	\$24	\$1,330	\$1,330	\$1,330
15.44Mbps	\$24	\$1,400	\$1,400	\$1,400
16.984Mbps	\$24	\$1,430	\$1,430	\$1,430
18.528Mbps	\$24	\$1,470	\$1,470	\$1,470
20.072Mbps	\$24	\$1,540	\$1,540	\$1,099

#### IV. DSL Transport Pricing

Notwithstanding any other provision in this schedule, all pricing contained in this Schedule A reflects current rates, and is subject to change by ASI-North with thirty (30) calendar days notice to CLEC.

The wholesale discount reflected in section 11 of this Agreement, as applied to DSL Transport Services, is only applicable to remote local area network ("RLAN") business Customers.

This chart includes recurring and non-recurring standard charges for DSL Transport Service provided exclusively to ISPs. Pricing for the resale DSL Transport Services provided to RLAN business Customers is determined on an ICB basis. Additional charges may apply for other products and services, or for customization. The avoided cost resale discount does not apply to the resale of DSL Transport Services provided to ISPs.

Current Prices for DSL Transport in ASI-North

SERVICES	ISP RATES (Month-to-Month)
Speed Path 768 384-768 x 128	\$35
Speed Path 1500 768-1.5 x 256	\$45
*DSL Service Activation	Nonrecurring Charge: \$50

\*DSL Service Activation charge applies when the service order is not electronically sent to ASI-North.

Prices for DSL Transport When Five (5) Speeds are Made Available in ASI-North  
(Anticipated Availability in Fall 2001\*)

Name	Speed (Download/Upload)	Monthly Recurring Charge
Basic	384 Kbps - 768 Kbps / 128 Kbps	\$35
Basic +	768 Kbps - 1.5 Mbps / 128 Kbps	\$45
Symmetric	384 Kbps / 384 Kbps	\$69
Premium	1.5 Mbps - 4 Mbps / 384 Kbps	\$89
Premium +	4 Mbps - 6 Mbps / 384 Kbps	\$129
*DSL Service Activation	Nonrecurring Charge: \$50	

\*DSL Service Activation charge applies when the service order is not electronically sent to ASI-North.